

Appendix H: Activity and Use Limitation, May 2011

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STATEMENT OF TERMINATION OF
 NOTICE OF ACTIVITY AND USE LIMITATION
 M.G.L. c.21E, §6 and 310 CMR 40.0000

Disposal Site Name: Volpe National Transportation Systems Center, 55 Broadway, Cambridge, MA
 DEP Release Tracking No.(s): 3-26067

I, David Duncan, Director of Administrations, on behalf of the United States of America, Department of Transportation, being the owner of that certain parcels of land located in Cambridge, Middlesex County, Massachusetts, with the buildings and improvements situated thereon, said land being more particularly bounded and described in Exhibit A, attached hereto and made a part hereof ("Property"), do hereby terminate that certain Notice of Activity and Use Limitation dated 29th day of January, 2009, and recorded with the Middlesex County Registry of Deeds in Book 52151, Page 430, said Notice of Activity and Use Limitation and any amendments thereto hereinafter being collectively referred to as "Notice" affecting said Property or portion thereof, so that said Notice may be substituted by the Notice of Activity and Use Limitation given by the undersigned, dated May 13, 2011, and recorded immediately hereafter.

This Statement of Termination of Notice of Activity and Use Limitation to become effective upon its recordation with the appropriate Registry of Deeds.

WITNESS the execution hereof under seal this 12th day of May, 2011.

By: David I. Duncan
 David Duncan
 ✓ Chief, Real Property and Facility Services
 United States of America
 Department of Transportation

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

May 12, 2011

On this 12th day of May, 2011, before me, the undersigned notary public, personally appeared David Duncan proved to me through satisfactory evidence of identification, which were US DOT ID, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Director of Administrations for the Department of Transportation of the United States of America.

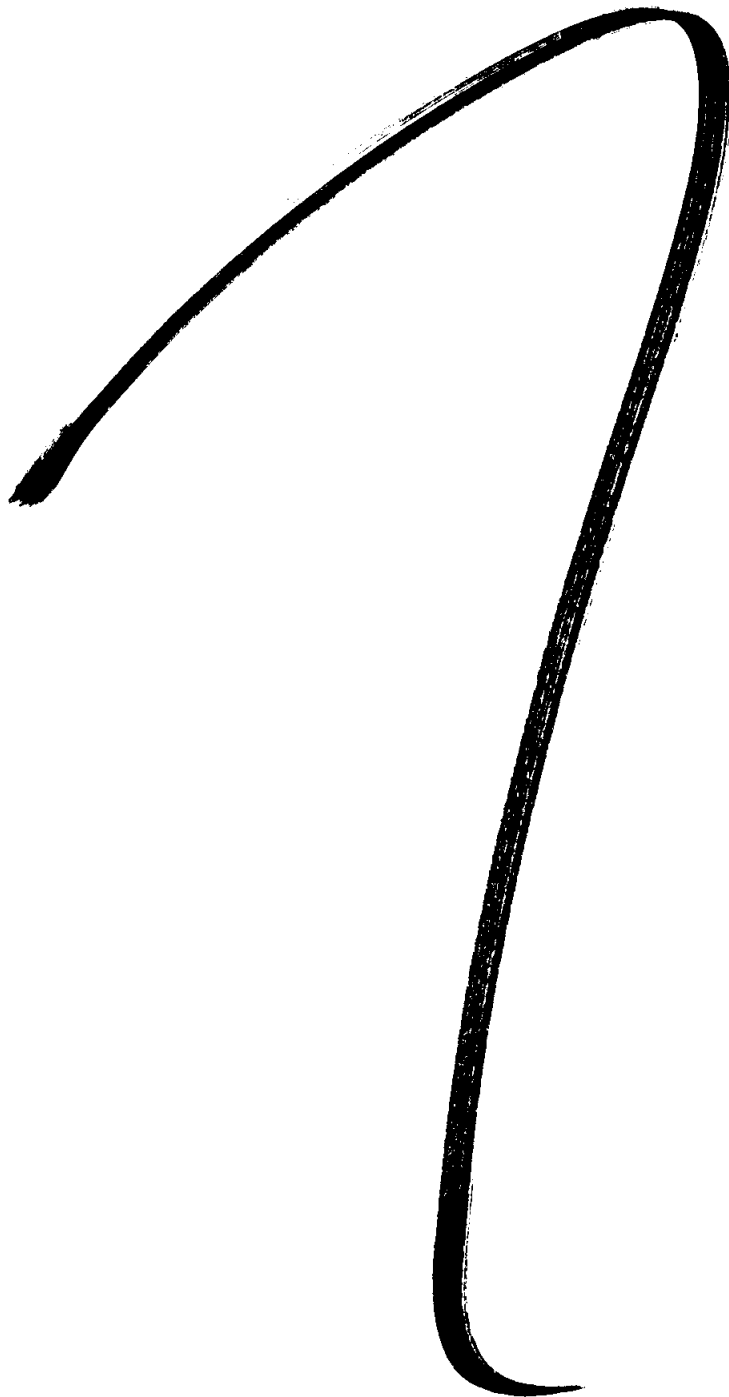
[Signature]
 Notary Public

My commission expires: May 30, 2014

Return to:
 FS Engineers, Inc.
 2 Clock Tower Place, Suite 630
 Maynard, MA 01754

EXHIBIT A

Legal description of parcel of land subject to notice.



JUN 30 4 46 PM '71 66856-195

BK11152 PG461

DEED

KNOW ALL MEN BY THESE PRESENTS THAT CAMBRIDGE REDEVELOPMENT AUTHORITY, a public body politic and corporate, duly established under the Massachusetts Housing Authority Law in the County of Middlesex, Commonwealth of Massachusetts (hereinafter referred to as the Grantor), for and in consideration of the sum of Six Hundred Fifty-Eight Thousand Dollars (\$658,000), the receipt of which sum is hereby acknowledged by the Grantor, does hereby grant to the UNITED STATES OF AMERICA, and its assigns (hereinafter referred to as the Grantee), with QUITCLAIM COVENANTS, the following described land located in the City of Cambridge, County of Middlesex, Commonwealth of Massachusetts:

A certain parcel of land, situated in Cambridge, Middlesex County, Massachusetts, bounded and described as follows:

Beginning at a point on the southerly line of Potter Street, which point is 187.97 feet distant northwesterly from the intersection of the southerly line of Potter Street and the westerly line of Third Street, said point of beginning being also on the division line between land of Badger Manufacturing Corporation and land of Cambridge Redevelopment Authority; thence running by land of Badger Manufacturing Corporation South 29° 34' 08" West, a distance of 169.10 feet and South 61° 26' 13" East, a distance of 167.88 feet, to a point; thence running by other land of the Cambridge Redevelopment Authority South 27° 08' 43" West, a distance of 217.21 feet, to a point of curvature and by a curve to the right having a radius of 20.00 feet, an arc length of 32.24 feet, to a point of tangency, said point of tangency being 32.0 feet distant northerly from and measured at right angles to the northerly line of Broadway; thence running North 60° 30' 18" West, by a line which is 32.00 feet distant northerly from and parallel with the northerly line of Broadway, by the land of the Cambridge Redevelopment Authority, a distance of 374.82 feet, to a point; thence running South 29° 29' 42" West, a distance of 20.00 feet, by other land of the Cambridge Redevelopment Authority to a point which is 20.00 feet distant northerly from and measured at right angles to the northerly line of Broadway; thence running North 60° 30' 18" West, by a line which is 20.00 feet distant northerly from and parallel with the northerly line of Broadway, by other land of the Cambridge Redevelopment Authority, a distance of 235.03 feet, to a point; thence running by other land of the Cambridge Redevelopment Authority North 29° 44' 57" East, a distance of 338.76 feet, South 60° 30' 18" East, a distance of 90.71 feet and North 29° 29' 42" East, a distance of 77.37 feet, to a point in the southerly line of Potter Street; thence running South 60° 31' 14" East, a distance of 361.18 feet along said southerly line of Potter Street, to the point of beginning.

Containing 219,370 square feet, more or less.

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Included within the above-described premises conveyed hereby is certain registered land described as follows:

A certain parcel of land situated in the City of Cambridge, County of Middlesex, and Commonwealth of Massachusetts, being more particularly bounded and described as follows:

BEGINNING at a POINT OF BEGINNING which is located by beginning on the westerly line of Third Street at a point of tangency of a corner rounding from Broadway; thence running North $29^{\circ}-37'-59''$ East, a distance of one hundred seventy-seven and 00/100 (177.00) feet, along said westerly line of said Third Street, to a point on the southerly line of Broad Canal, now land of Cambridge Redevelopment Authority; and thence running North $61^{\circ}-14'-45''$ West, a distance of twenty-eight and 94/100 (28.94) feet, along said southerly line of said Broad Canal to said POINT OF BEGINNING;

THENCE running South $27^{\circ}-08'-43''$ West, a distance of one hundred thirty-eight and 89/100 (138.89) feet, through land of said Cambridge Redevelopment Authority, to a point of curvature;

THENCE running by a curve to the right, having a radius of twenty and 00/100 (20.00) feet, an arc length of thirty-two and 24/100 (32.24) feet, through land of Cambridge Redevelopment Authority, to a point of tangency;

THENCE running North $60^{\circ}-30'-18''$ West, a distance of three hundred seventy-four and 92/100 (374.92) feet, through land of Cambridge Redevelopment Authority, to a point;

THENCE running South $29^{\circ}-29'-42''$ West, a distance of twelve and 00/100 (12.00) feet, through land of Cambridge Redevelopment Authority, to a point;

THENCE running North $50^{\circ}-30'-18''$ West, a distance of eighty-two and 50/100 (82.50) feet, through land of Cambridge Redevelopment Authority, to a point at other land of Cambridge Redevelopment Authority;

THENCE running North $29^{\circ}-16'-12''$ East, a distance of one hundred sixty-five and 51/100 (165.51) feet, by said other land of Cambridge Redevelopment Authority, to a point on the southerly line of Broad Canal, now land of Cambridge Redevelopment Authority;

THENCE running along said southerly line of said Broad Canal by the following eight (8) courses:

South $61^{\circ}-38'-47''$ East, a distance of one hundred ten and 00/100 (110.00) feet, to a point;

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South 60°-31'-18" East, a distance of fifty and 60/100 (50.60) feet, to a point;

South 63°-08'-16" East, a distance of fifty-three and 60/100 (53.60) feet, to a point;

South 63°-02'-38" East, a distance of thirty-nine and 36/100 (39.36) feet, to a point;

South 57°-56'-08" East, a distance of seventy-two and 24/100 (72.24) feet, to a point;

South 62°-49'-58" East, a distance of fifty-seven and 42/100 (57.42) feet, to a point;

South 60°-41'-38" East, a distance of seventy-two and 93/100 (72.93) feet, to a point; and

South 61°-14'-45" East, a distance of sixteen and 45/100 (16.45) feet, to said POINT OF BEGINNING.

Said parcel containing 75,653 square feet, more or less, being parts of the registered land described in Land Court Certificates of Title Nos. 121295 and 121296, in Book 736, at Pages 145 and 146, respectively, in the Middlesex Registry of Deeds, South District, and being shown as Parcel 1 on Land Court Plan No. 8046^a, entitled "Subdivision Plan of Land in Cambridge, Mass.", scale 40 feet to an inch, dated June 13, 1966, drawn by William S. Crocker, Inc., and being a subdivision of Lots A¹ and A² as shown on L.C.C. No. 8046^c.

Together with the right and easement to the Grantee, and its assigns, to pass and repass over the portions of land abutting the premises conveyed hereby and situated between said premises and Third Street and Broadway, respectively (said portions being shown on the Real Estate Tract Map hereinafter referred to as Tract No. 2B(R-E) and Tract No. 2B(R-S) and including the parcel shown as Parcel 2 on the Plan hereinbefore referred to, entitled "Subdivision Plan of Land in Cambridge, Mass.", dated June 13, 1966), until such time as such portions may be required by the Grantor or the City of Cambridge for street widening purposes, such right and easement being, however, subject to the condition that the Grantee shall maintain such portions in reasonably attractive appearance and subject to the right, hereby reserved, of the Grantor, and its successors and assigns, to enter thereon and install, reinstall, maintain, repair, alter, use and remove underground utilities and other services, all as more specifically provided in the Land Disposition Contract hereinafter referred to.

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Subject to easements granted to Cambridge Steam Corporation as set forth in instruments recorded with Middlesex Registry of Deeds, South District, Book 7057, Page 13, Book 7140, Page 588, and Book 7142, Page 599.

Subject further to an easement reserved by the Grantor for itself, its successors and assigns, to install, reinstall, maintain, repair, alter, use and remove underground utilities and other services along a strip eighteen (18) feet wide at the easterly boundary of the above-described premises conveyed hereby.

(For title, see Order of Taking by the Grantor, dated February 4, 1966 and recorded in Middlesex Registry of Deeds, South District, Book 11044, Page 1, and filed in said Registry District as Document No. 429225.)

Said premises are referred to as Tract No. 2B on a Plan entitled, "Real Estate Tract Map, National Aeronautics and Space Administration, Electronics Research Center, Cambridge, Massachusetts", dated April 12, 1966, and revised April 29, 1966, May 4, 1966, May 24, 1966 and May 31, 1966, a copy of which was recorded in the Middlesex South District Registry of Deeds on June 14, 1966 as Plan #715 of 1966.

The Grantee covenants and agrees, for itself and its assigns, that the Grantee and such assigns shall:

(a) Devote the granted premises to, and only to and in accordance with, the uses specified in the Urban Renewal Plan of Cambridge Redevelopment Authority for the Kendall Square Urban Renewal Project, Project No. K-107, in the City of Cambridge, Massachusetts, a copy of which has been filed in the office of the City Clerk of the City of Cambridge (said Plan being hereinafter referred to as the "Urban Renewal Plan"), as the same may be amended from time to time;

(b) To begin the building of its improvements on the granted premises within a reasonable time after conveyance;

(c) Not dispose of any right under the Land Disposition Contract hereinafter referred to with respect to the granted premises, or any right, title or interest in any part of the granted premises, prior to the completion of the improvements thereon without the written consent of the Grantor; and

(d) Not discriminate upon the basis of race, color, creed or national origin in the sale, lease, or rental, or in the use or occupancy of the granted premises, or any improvements erected or to be erected thereon, or any part thereof.

The covenants and agreements provided in the preceding paragraph shall be covenants running with the land and they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise

BK11152 PG465

specifically provided herein, to, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the Grantor, its successors and assigns, the City of Cambridge, and the United States of America (in the case of the covenant and agreement provided in clause (d) of the preceding paragraph) against the Grantee and every successor in interest to the granted premises or any part thereof or any interest therein, and any party in possession or occupancy of the granted premises or any part thereof, provided, however, that the covenants and agreements provided in clauses (a), (b) and (c) of said preceding paragraph shall remain in effect until October 7, 1995 (at which time such covenants and agreements shall terminate) and those provided in clause (d) shall remain in effect until October 7, 2065. In amplification, and not in restriction, of the foregoing provisions, it is intended and agreed that the Grantor, its successors and assigns, and the City of Cambridge, shall each be deemed a beneficiary of the covenants and agreements provided in the preceding paragraph, and the United States of America shall be deemed a beneficiary of the covenant and agreement provided in clause (d), both for and in their or its own right and also for the purpose of protecting the interests of the community and any other parties, public or private, in whose favor or for whose benefit such covenants and agreements have been provided. Such covenants and agreements shall run in favor of the Grantor, its successors and assigns, the City of Cambridge, and the United States of America, for the entire period during which such covenants and agreements shall be in force and effect, without regard to whether the Grantor, its successors and assigns, or the City of Cambridge or the United States of America has been, is or remains the owner of any land or interest therein to, or in favor of, which such covenants and agreements relate. The Grantor, its successors and assigns (or, in the case of its failure, refusal or dissolution, then the City of Cambridge), shall have the right, in the event of any breach of any such covenant or agreement, and the United States of America shall have the right in the event of any breach of the covenant or agreement provided in clause (d) of the preceding paragraph, to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach of covenant or agreement, to which it or any other beneficiaries of such covenant or agreement may be entitled.

This conveyance is made subject also to the additional agreements of the Grantee with respect to the granted premises and the terms and conditions set forth in a Land Disposition Contract, dated June 13, 1966, between the Grantor and the Grantee for the sale and redevelopment of the granted premises, recorded in the Middlesex South District Registry of Deeds, Book 11137, Page 315, and filed as Document No. 433534 in the Land Registration Office of said District.

BK 11152 PG 466

*For State Documentary Stamp
see original of this deed filed this day
in Land Court Records.*

This conveyance is free of and without any right on the part of the Grantor of reentry or reverter for condition broken.

WITNESS the execution hereof under seal this 29th day of June, 1966.

(SEAL)

CAMBRIDGE REDEVELOPMENT AUTHORITY

By Thomas J. Murphy
Chairman



Paul S. Frank
Paul S. Frank
Administrative Director and
Secretary

(SEAL)

UNITED STATES OF AMERICA
acting by and through
NATIONAL AERONAUTICS AND
SPACE ADMINISTRATION

ATTN:

By W. Crawford Henley
Acting Director
Electronics Research Center

Charles J. Delaney
Chief Counsel
Electronics Research Center

Suffolk
Worcester, ss.

COMMONWEALTH OF MASSACHUSETTS

June 29, 1966

Murphy Then personally appeared the above-named Thomas J.
and acknowledged the foregoing instrument to be the
free act and deed of Cambridge Redevelopment Authority, before me



Steven R. Rivkin
STEVEN R. RIVKIN
Notary Public
My commission expires: Dec 8, 1972

BK 13011 PG 258

DEED

KNOW ALL MEN BY THESE PRESENTS that CAMBRIDGE REDEVELOPMENT AUTHORITY, a public body politic and corporate, duly established under the Massachusetts General Laws in the County of Middlesex, Commonwealth of Massachusetts (hereinafter referred to as the Grantor), for and in consideration of the conveyance from the United States of America to Grantor by deed of even date herewith of two parcels of land more particularly described in said deed, less the sum of \$57,000 paid by the Grantor to the Grantee simultaneously with the delivery of such deed, does hereby grant to the UNITED STATES OF AMERICA, and its assigns (hereinafter referred to as the Grantee), with QUITCLAIM COVENANTS, the following described land located in the City of Cambridge, County of Middlesex, Commonwealth of Massachusetts:

TRACT 3B Indent

A certain parcel of land, situated in Cambridge, Middlesex County, Massachusetts, bounded and described as follows:

Beginning at a point on the easterly line of former Sixth Street 145.76 feet South 29°31'14" West from the intersection of said easterly line of former Sixth Street and the southerly line of former Potter Street;

Thence running by other land of the Grantee, South 60°30'18" East, a distance of 71.55 feet;

Thence running by said other land of the Grantee, South 29°29'42" West, a distance of 96.50 feet;

Thence running by said other land of the Grantee, North 60°30'18" West, a distance of 71.59 feet, to a point on said easterly line of former Sixth Street; and

Thence running North 29°31'14" East, a distance of approximately 96.50 feet, along said easterly line of former Sixth Street, to a point of beginning.

Containing 6,907 square feet, more or less, as shown on the plan hereinafter referred to.

For title reference, see Order of Taking by the Grantor, dated February 4, 1966 and recorded in Middlesex Registry of Deeds, Southern District, in Book 11044, Page 001.

Said premises are referred to as Tract No. 3B Indent, and are shown as a portion of Tract No. 3A on a plan entitled, "Real Estate Tract Map, National Aeronautics and Space Administration, Electronics Research Center, Cambridge, Massachusetts," dated April 12, 1966, and revised April 29, 1966, May 4, 1966, May 24, 1966 and May 31, 1966, recorded with the Middlesex South District Registry of Deeds as Plan No. 715 of 1966 in Book 11136 Page 315.

TRACT NO. 10

A certain parcel of land, situated in Cambridge, Middlesex County, Massachusetts, bounded and described as follows:

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Beginning at a point on the southerly line of Potter Street at the northeasterly corner of other land of the Grantor referred to as Tract No. 2B on the Real Estate Tract Map hereinafter referred to;

Thence running South $60^{\circ}31'14''$ East, a distance of 160.81 feet, along the southerly line of Potter Street, to a point;

Thence running Southwesterly, a distance of 166.55 feet, to a point on the northerly line of the former Broad Canal;

Thence running Northwesterly by said other land of the Grantee, a distance of 167.88 feet, along the northerly line of the former Broad Canal; and

Thence running Northeasterly by said other land of the Grantee, a distance of 169.10 feet; to the point of beginning.

Containing 27,572 square feet, more or less, as shown on the plan hereinafter referred to.

Together with the right and easement to the Grantee, and its assigns, to pass and repass over the portion of land abutting the premises conveyed hereby and situated between said premises and Third Street (said portion being shown on the Real Estate Tract Map hereinafter referred to as Tract No. 10(R-E), until such time as such portion may be required by the Grantor or the City of Cambridge for street widening purposes, such right and easement being, however, subject to the condition that the Grantee shall maintain such portion in reasonably attractive appearance and subject to the right, hereby reserved, of the Grantor, and its successors and assigns, to enter thereon and install, reinstall, maintain, repair, alter, use and remove underground utilities and other services, all as more specifically provided in the Land Disposition Contract hereinafter referred to.

Subject to an easement reserved by the Grantor for itself, its successors and assigns, to install, reinstall, maintain, repair, alter, use and remove underground utilities and other services along a strip eighteen (18) feet wide at the easterly boundary of the above-described premises conveyed hereby.

Being a portion of the premises conveyed to the Grantor by deed dated January 12, 1970 and recorded with Middlesex Registry of Deeds, Southern District, in Book 11790, Page 101.

Said premises are referred to as Tract No. 10 on a plan entitled, "Real Estate Tract Map, National Aeronautics and Space Administration, Electronics Research Center, Cambridge, Massachusetts," dated April 12, 1966, and revised April 29, 1966, May 4, 1966, May 24, 1966 and May 31, 1966 and recorded with Middlesex Registry of Deeds, South District as Plan No. 715 of 1966 in Book 11137, Page 315.

The Grantee covenants and agrees, for itself and its assigns, that the Grantee and such assigns shall:

(a) devote the granted premises to, and only to and in accordance with, the uses specified in the Urban Renewal Plan of Cambridge Redevelopment Authority for the Kendall Square Urban Renewal Project, Project No.

BK13011 PG260

R-107, in the City of Cambridge, Massachusetts, a copy of which has been filed in the office of the City Clerk of the City of Cambridge (said Plan being hereinafter referred to as the "Urban Renewal Plan"), as the same may be amended from time to time; and

(b) not discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease, or rental, or in the use or occupancy of the granted premises, or any improvements erected or to be erected thereon, or any part thereof.

The covenants and agreements provided in the preceding paragraph shall be covenants running with the land and they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided herein, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the Grantor, its successors and assigns, the City of Cambridge, and the United States of America (in the case of the covenant and agreement provided in clause (b) of the preceding paragraph) against the Grantee and every successor in interest to the granted premises or any part thereof or any interest therein, and any party in possession or occupancy of the granted premises or any part thereof, provided, however, that the covenants and agreements provided in clause (a) of said preceding paragraph shall remain in effect until October 7, 1995 (at which time such covenants and agreements shall terminate) and those provided in clause (b) shall remain in effect until October 7, 2065. In amplification, and not in restriction, of the foregoing provisions, it is intended and agreed that the Grantor, its successors and assigns, and the City of Cambridge, shall each be deemed a beneficiary of the covenants and agreements provided in the preceding paragraph, and the United States of America shall be deemed a beneficiary of the covenant and agreement provided in clause (b), both for and in their or its own right and also for the purpose of protecting the interests of the community and any other parties, public or private, in whose favor or for whose benefit such covenants and agreements have been provided. Such covenants and agreements shall run in favor of the Grantor, its successors and assigns, the City of Cambridge, and the United States of America, for the entire period during which such covenants and agreements shall be in force and effect, without regard to whether the Grantor, its successors and assigns, or the City of Cambridge or the United States of America has been, is or remains the owner of any land or interest therein to, or in favor of, which such covenants and agreements relate. The Grantor, its successors and assigns (or, in the case of its failure, refusal or dissolution, then the City of Cambridge), shall have the right, in the event of any breach of any such covenant or agreement, and the United States of America shall have the right in the event of any breach of the covenant or agreement provided in clause (b) of the preceding paragraph, to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach of covenant or agreement, to which it or any other beneficiaries of such covenant or agreement may be entitled.

It is understood and agreed that: (a) the granted premises shall be used by the Grantee for governmental purposes in accordance with the Urban Renewal Plan, as the same may be amended from time to time, and with the provisions of 42 U.S.C. 1455(b), and (b) upon the termination by the Grantee of

BK 13011 PG 261

the use of the granted premises as aforesaid, any subsequent resale thereof by the Grantee may be on terms no more restrictive than any other conveyances made pursuant to the Urban Renewal Plan.

This conveyance is made subject also to the additional agreements of the Grantee with respect to the granted premises and the terms and conditions set forth in a Land Disposition Contract, dated June 13, 1966, between the Grantor and the Grantee for the sale and redevelopment of the granted premises, recorded in the Middlesex South District Registry of Deeds, Book 11137, Page 315, and filed as Document No. 433534 in the Land Registration Office of said District as supplemented from time to time.

The address of the Grantee is:

General Services Administration
Region 1
John W. McCormack
Post Office and Courthouse
Boston, Massachusetts 02109

This conveyance is free of and without any right on the part of the Grantor of reentry or reverter for condition broken.

WITNESS the execution hereof under seal this 7th day of July, 1976.



CAMBRIDGE REDEVELOPMENT AUTHORITY

By

Thomas J. Murphy
Thomas J. Murphy
Chairman

(SEAL)

UNITED STATES OF AMERICA
acting by and through
GENERAL SERVICES ADMINISTRATION

By

Robert L. Padellaro
Robert L. Padellaro

COMMONWEALTH OF MASSACHUSETTS

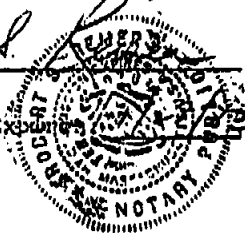
Middlesex, ss.

July 7, 1976

Then personally appeared the above-named Thomas J. Murphy and acknowledged the foregoing instrument to be the free act and deed of Cambridge Redevelopment Authority, before me,

Robert L. Padellaro
Notary Public

My Commission Expires 1978



CORPS OF ENGINEERS

U.S. ARMY

145 7/75

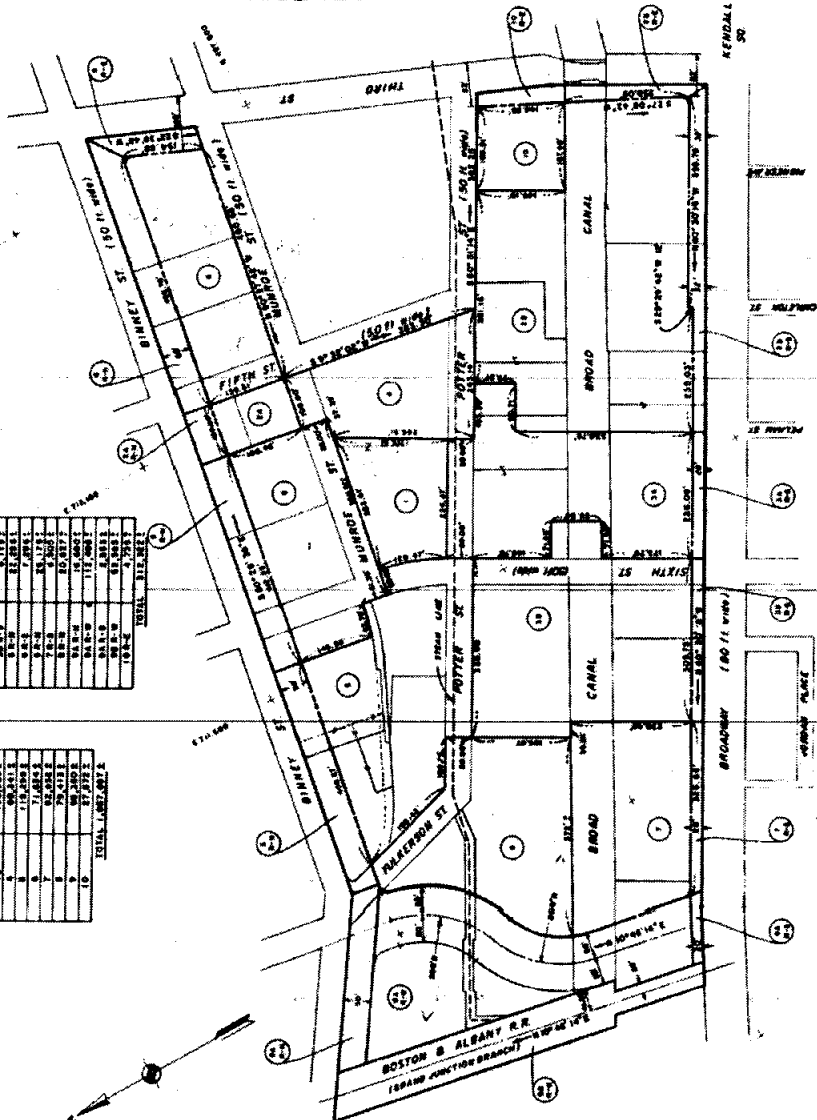
PROJECT MAP

The original of this map is at a scale of 1" = 50 feet and is on file at the Department of the Army, New England Division, Corps of Engineers, 128 Tropical Road, Millham, Mass. 02156. Scale of this map 1" = 350 feet.

Map has been compiled from deeds on record, surveys by others and computations.

TRACT NO.	SQUARE FEET
1	50,505.1
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TRACT NO.	SQUARE FEET
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100	13,055.2
TOTAL	1,000,000.0



SEE SHEET 1137, 1138, 1139, 1140, 1141, 1142, 1143, 1144, 1145, 1146, 1147, 1148, 1149, 1150, 1151, 1152, 1153, 1154, 1155, 1156, 1157, 1158, 1159, 1160, 1161, 1162, 1163, 1164, 1165, 1166, 1167, 1168, 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1288, 1289, 1290, 1291, 1292, 1293, 1294, 1295, 1296, 1297, 1298, 1299, 1300, 1301, 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Form 1075

NOTICE OF ACTIVITY AND USE LIMITATION M.G.L. c. 21E, § 6 and 310 CMR 40.0000

Disposal Site Name: Volpe National Transportation Systems Center, 55 Broadway, Cambridge, MA
 DEP Release Tracking No.(s): 3-26067

This Notice of Activity and Use Limitation ("Notice") is made as of this 13th day of May, 2011, by the United States of America, 55 Broadway, Cambridge, MA, together with his/her/its/their successors and assigns (collectively "Owner").

W I T N E S S E T H:

WHEREAS, the United States of America, is the owner in fee simple of those certain parcels of land located in Cambridge, Middlesex County, Massachusetts with the buildings and improvements thereon, pursuant to deeds recorded with the Middlesex (South District) Registry of Deeds in Book 11152, Page 462 and Book 13011 Pages 258-259;

WHEREAS, said parcel(s) of land, which is more particularly bounded and described in Exhibit A, attached hereto and made a part hereof ("Property") is subject to this Notice of Activity and Use Limitation. The Property is shown as Tract 2B and Tract 10 on a plan recorded in the Middlesex (South District) Registry of Deeds in Plan Book 11137, Plan 315;

WHEREAS, the Property comprises part of a disposal site as the result of a release of oil and/or hazardous material. Exhibit B is a sketch plan showing the relationship of the Property subject to this Notice of Activity and Use Limitation to the boundaries of said disposal site existing within the limits of the Property and to the extent such boundaries have been established. Exhibit B is attached hereto and made a part hereof; and

WHEREAS, one or more response actions have been selected for the Disposal Site in accordance with M.G.L. c. 21E ("Chapter 21E") and the Massachusetts Contingency Plan, 310 CMR 40.0000 ("MCP"). Said response actions are based upon (a) the restriction of human access to and contact with oil and/or hazardous material in soil and/or (b) the restriction of certain activities occurring in, on, through, over or under the Property. The basis for such restrictions is set forth in an Activity and Use Limitation Opinion ("AUL Opinion"), dated May 12, 2011, (which is attached

hereto as Exhibit C and made a part hereof);

NOW, THEREFORE, notice is hereby given that the activity and use limitations set forth in said AUL Opinion are as follows:

1. Activities and Uses Consistent with the AUL Opinion. The AUL Opinion provides that a condition of No Significant Risk to health, safety, public welfare or the environment exists for any foreseeable period of time (pursuant to 310 CMR 40.0000) so long as any of the following activities and uses occur on the Property:

(i) Site activities and uses including, but not necessarily limited to, recreational activities in the playground and the surrounding field, pedestrian traffic, and/or vehicular traffic which do not cause and/or result in the disturbance of contaminated soil located at depths greater than 6 inches below surface grade;

(ii) Excavation associated with short-term (three months or less) landscaping activities, underground trenching activities, and/or construction activities by adult workers which are likely to disturb contaminated soil located at depths up to 3 feet below surface grade;

(iii) Excavation associated with short-term (three months or less) underground utility and/or construction which is likely to disturb contaminated soil located at depths greater than 3 feet below surface grade, provided that such activities are conducted in accordance with a Soil Management Plan and a Health and Safety Plan prepared and implemented in accordance with Obligations (i) and (ii) of this AUL Opinion prior to the commencement of such activity, the soil management procedures of the MCP cited at 310 CMR 40.0030, and all applicable worker health and safety practices pursuant to 310 CMR 40.0018;

(iv) Activities and uses not identified by this Notice as being inconsistent with maintaining a condition of No Significant Risk; and

(v) Such other activities or uses which, in the Opinion of an LSP, shall present no greater risk of harm to health, safety, public welfare or the environment than the activities and uses set forth in this paragraph.

2. Activities and Uses Inconsistent with the AUL Opinion. Activities and uses which are inconsistent with the objectives of this Notice of Activity and Use Limitation, and which, if implemented at the Property, may result in a significant risk of harm to health, safety, public welfare or the environment or in a substantial hazard, are as follows:

(i) Any short term (three months or less) activity including, but not limited to, excavation which is likely to disturb contaminated soil located at depths greater than 3 feet below surface grade without the prior development and implementation of a Soil Management Plan and a Health and Safety Plan in accordance with Obligations (i) and (ii) of this Opinion;

(ii) Any long-term (greater than three months) activity which is likely to disturb contaminated soil located at depths greater than 3 feet below surface grade;

(iii) Relocation of contaminated soil currently located at depths greater than 3 feet below surface grade to a shallower depth, unless such activity is first evaluated by an LSP who renders an Opinion which states that such relocation is consistent with maintaining a condition of No Significant Risk;

(iv) Relocation of contaminated soil currently located between 6 inches and 3 feet below surface grade to a shallower depth, unless such activity is first evaluated by an LSP who renders an Opinion which states that such relocation is consistent with maintaining a condition of No Significant Risk;

(v) Use of the property as a residence; and

(vi) Construction of any building at the site which does not meet the assumptions of the vapor intrusion model and risk characterization used to support the Response Action Outcome for the site without prior evaluation by a LSP who renders an Opinion which states that the use of such building is consistent with maintaining a condition of No Significant Risk.

3. Obligations and Conditions Set Forth in the AUL Opinion. If applicable, obligations and/or conditions to be undertaken and/or maintained at the Property to maintain a condition of No Significant Risk as set forth in the AUL Opinion shall include the following:

(i) A Soil Management Plan must be prepared by an LSP and implemented prior to the commencement of any activity which is likely to disturb contaminated soil located at depths greater than 3 feet below surface grade within the AUL Area. The Soil Management Plan must be prepared in accordance with the guidelines discussed in the Activity and Use Limitation Opinion attached hereto as Exhibit C;

(ii) A Health and Safety Plan must be prepared and implemented prior to the commencement of any activity which is likely to disturb the contaminated soil located at depths greater than 3 feet below surface grade within the AUL Area. The Health and Safety Plan must be prepared in accordance with the guidelines discussed in the Activity and Use Limitation Opinion attached hereto as Exhibit C ;

(iii) The contaminated soil located at depths greater than 3 feet below surface grade within the AUL Area must remain at depth and may not be relocated, unless such activity is first appropriately evaluated by an LSP who renders an Opinion which states that such relocation is consistent with maintaining a condition of No Significant Risk;

(iv) The contaminated soil located at depths between 6 inches and 3 feet below surface grade within the AUL Area must remain at these depths and may not be

relocated, unless such activity is first appropriately evaluated by an LSP who renders an Opinion which states that such relocation is consistent with maintaining a condition of No Significant Risk. A 6-inch layer of loam at surface grade will always be maintained within the unpaved areas;

(v) Specifications for future buildings to be constructed at the site must be compared to the assumptions of the vapor intrusion model and risk characterization used to support the Response Action Outcome for the site and re-evaluated by an LSP who must render an Opinion as to whether site conditions, activities, and/or uses associated with the future building potentially pose a significant risk of harm to human health; and

(vi) Response actions must be conducted in accordance with the Massachusetts Contingency Plan, 310 CMR 40.0000, should an LSP Opinion rendered pursuant to Obligation (i) conclude that future site uses and activities, including exposures associated with future building construction, are inconsistent with maintaining a condition of No Significant Risk.

4. Proposed Changes in Activities and Uses. Any proposed changes in activities and uses at the Property which may result in higher levels of exposure to oil and/or hazardous material than currently exist shall be evaluated by an LSP who shall render an Opinion, in accordance with 310 CMR 40.1080 *et seq.*, as to whether the proposed changes will present a significant risk of harm to health, safety, public welfare or the environment. Any and all requirements set forth in the Opinion to meet the objective of this Notice shall be satisfied before any such activity or use is commenced.

5. Violation of a Response Action Outcome. The activities, uses and/or exposures upon which this Notice is based shall not change at any time to cause a significant risk of harm to health, safety, public welfare, or the environment or to create substantial hazards due to exposure to oil and/or hazardous material without the prior evaluation by an LSP in accordance with 310 CMR 40.1080 *et seq.*, and without additional response actions, if necessary, to achieve or maintain a condition of No Significant Risk or to eliminate substantial hazards.

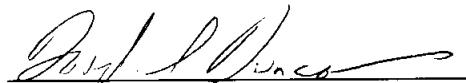
If the activities, uses, and/or exposures upon which this Notice is based change without the prior evaluation and additional response actions determined to be necessary by an LSP in accordance with 310 CMR 40.1080 *et seq.*, the owner or operator of the Property subject to this Notice at the time that the activities, uses and/or exposures change, shall comply with the requirements set forth in 310 CMR 40.0020.

6. Incorporation Into Deeds, Mortgages, Leases, and Instruments of Transfer. This Notice shall be incorporated either in full or by reference into all future deeds, easements, mortgages, leases, licenses, occupancy agreements or any other instrument of transfer, whereby an interest in and/or a right to use the Property or a portion thereof is conveyed.

Owner hereby authorizes and consents to the filing and recordation and/or registration

of this Notice, said Notice to become effective when executed under seal by the undersigned LSP, and recorded and/or registered with the appropriate Registry(ies) of Deeds and/or Land Registration Office(s).

WITNESS the execution hereof under seal this 12th day of May, 2011.



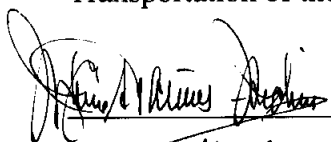
United States of America
Department of Transportation
David Duncan
Chief, Real Property and Facility Services

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

May 12, 2011

On this 12 day of May, 2011, before me, the undersigned notary public, personally appeared David Duncan proved to me through satisfactory evidence of identification, which were MS DOT ID, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Director of Administrations for the Department of Transportation of the United States of America.



(official signature and seal of notary)

My Commission expires May 30, 2014

The undersigned LSP hereby certifies that he executed the aforesaid Activity and Use Limitation Opinion attached hereto as Exhibit C and made a part hereof and that in his Opinion this Notice of Activity and Use Limitation is consistent with the terms set forth in said Activity and Use Limitation Opinion.

Date: 5/13/2011

Farooq Siddique
Farooq Siddique, LSP, PE
FS Engineers, Inc. ✓

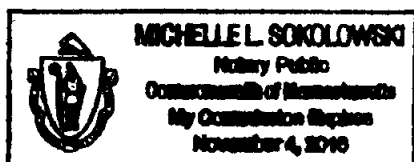
COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

5/13, 2011

On this 13th day of May, 2011, before me, the undersigned notary public, personally appeared Farooq Siddique, proved to me through satisfactory evidence of identification, which were MA Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as LSP for the Department of Transportation of the United States of America.

Michelle L. Sokolowski
(official signature and seal of notary)



Upon recording, return to:

Farooq Siddique
FS Engineers, Inc.
2 Clock Tower Place, Suite 630
Maynard, MA 01754

EXHIBIT A

Legal description of parcel of land containing the area subject to the Activity and Use Limitation.



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BK11152 PG481

DEED

KNOW ALL MEN BY THESE PRESENTS THAT CAMBRIDGE REDEVELOPMENT AUTHORITY, a public body politic and corporate, duly established under the Massachusetts Housing Authority Law in the County of Middlesex, Commonwealth of Massachusetts (hereinafter referred to as the Grantor), for and in consideration of the sum of Six Hundred Fifty-Eight Thousand Dollars (\$658,000), the receipt of which sum is hereby acknowledged by the Grantor, does hereby grant to the UNITED STATES OF AMERICA, and its assigns (hereinafter referred to as the Grantee), with QUITCLAIM COVENANTS, the following described land located in the City of Cambridge, County of Middlesex, Commonwealth of Massachusetts:

A certain parcel of land, situated in Cambridge, Middlesex County, Massachusetts, bounded and described as follows:

Beginning at a point on the southerly line of Potter Street, which point is 189.97 feet distant northwesterly from the intersection of the southerly line of Potter Street and the westerly line of Third Street, said point of beginning being also on the division line between land of Badger Manufacturing Corporation and land of Cambridge Redevelopment Authority; thence running by land of Badger Manufacturing Corporation South 29° 34' 08" West, a distance of 169.10 feet and South 61° 26' 13" East, a distance of 167.88 feet, to a point; thence running by other land of the Cambridge Redevelopment Authority South 27° 08' 43" West, a distance of 217.21 feet, to a point of curvature and by a curve to the right having a radius of 20.00 feet, an arc length of 32.24 feet, to a point of tangency, said point of tangency being 32.0 feet distant northerly from and measured at right angles to the northerly line of Broadway; thence running North 60° 30' 18" West, by a line which is 32.00 feet distant northerly from and parallel with the northerly line of Broadway, by the land of the Cambridge Redevelopment Authority, a distance of 374.82 feet, to a point; thence running South 29° 29' 42" East, a distance of 20.00 feet, by other land of the Cambridge Redevelopment Authority to a point which is 20.00 feet distant northerly from and measured at right angles to the northerly line of Broadway; thence running North 60° 30' 18" West, by a line which is 20.00 feet distant northerly from and parallel with the northerly line of Broadway, by other land of the Cambridge Redevelopment Authority, a distance of 235.03 feet, to a point; thence running by other land of the Cambridge Redevelopment Authority North 29° 44' 57" East, a distance of 338.76 feet, South 60° 30' 18" East, a distance of 90.71 feet and North 29° 29' 42" East, a distance of 77.37 feet, to a point in the southerly line of Potter Street; thence running South 60° 31' 14" East, a distance of 361.18 feet along said southerly line of Potter Street, to the point of beginning.

Containing 219,370 square feet, more or less.

BK11152 PG462

Included within the above-described premises conveyed hereby is certain registered land described as follows:

A certain parcel of land situated in the City of Cambridge, County of Middlesex, and Commonwealth of Massachusetts, being more particularly bounded and described as follows:

BEGINNING at a POINT OF BEGINNING which is located by beginning on the westerly line of Third Street at a point of tangency of a corner rounding from Broadway; thence running North $29^{\circ}-37'-59''$ East, a distance of one hundred seventy-seven and $00/100$ (177.00) feet, along said westerly line of said Third Street, to a point on the southerly line of Broad Canal, now land of Cambridge Redevelopment Authority; and thence running North $61^{\circ}-14'-45''$ West, a distance of twenty-eight and $94/100$ (28.94) feet, along said southerly line of said Broad Canal to said POINT OF BEGINNING;

THENCE running South $27^{\circ}-08'-43''$ West, a distance of one hundred thirty-eight and $89/100$ (138.89) feet, through land of said Cambridge Redevelopment Authority, to a point of curvature;

THENCE running by a curve to the right, having a radius of twenty and $00/100$ (20.00) feet, an arc length of thirty-two and $24/100$ (32.24) feet, through land of Cambridge Redevelopment Authority, to a point of tangency;

THENCE running North $60^{\circ}-30'-18''$ West, a distance of three hundred seventy-four and $92/100$ (374.92) feet, through land of Cambridge Redevelopment Authority, to a point;

THENCE running South $29^{\circ}-29'-42''$ West, a distance of twelve and $00/100$ (12.00) feet, through land of Cambridge Redevelopment Authority, to a point;

THENCE running North $60^{\circ}-30'-18''$ West, a distance of eighty-two and $50/100$ (82.50) feet, through land of Cambridge Redevelopment Authority, to a point at other land of Cambridge Redevelopment Authority;

THENCE running North $29^{\circ}-16'-12''$ East, a distance of one hundred sixty-five and $51/100$ (165.51) feet, by said other land of Cambridge Redevelopment Authority, to a point on the southerly line of Broad Canal, now land of Cambridge Redevelopment Authority;

THENCE running along said southerly line of said Broad Canal by the following eight (8) courses:

South $61^{\circ}-38'-47''$ East, a distance of one hundred ten and $00/100$ (110.00) feet, to a point;

BK11152 PG403

South 60°-31'-18" East, a distance of fifty and 60/100 (50.60) feet, to a point;

South 63°-08'-16" East, a distance of fifty-three and 60/100 (53.60) feet, to a point;

South 63°-02'-38" East, a distance of thirty-nine and 36/100 (39.36) feet, to a point;

South 57°-56'-08" East, a distance of seventy-two and 24/100 (72.24) feet, to a point;

South 62°-49'-58" East, a distance of fifty-seven and 42/100 (57.42) feet, to a point;

South 60°-41'-38" East, a distance of seventy-two and 93/100 (72.93) feet, to a point; and

South 61°-14'-45" East, a distance of sixteen and 45/100 (16.45) feet, to said POINT OF BEGINNING.

Said parcel containing 75,653 square feet, more or less, being parts of the registered land described in Land Court Certificates of Title Nos. 121295 and 121296, in Book 736, at Pages 145 and 146, respectively, in the Middlesex Registry of Deeds, South District, and being shown as Parcel 1 on Land Court Plan No. 8046^a, entitled "Subdivision Plan of Land in Cambridge, Mass.", scale 40 feet to an inch, dated June 13, 1966, drawn by William S. Crocker, Inc., and being a subdivision of Lots A¹ and A² as shown on L.C.C. No. 8046^c.

Together with the right and easement to the Grantee, and its assigns, to pass and repass over the portions of land abutting the premises conveyed hereby and situated between said premises and Third Street and Broadway, respectively (said portions being shown on the Real Estate Tract Map hereinafter referred to as Tract No. 2B(R-E) and Tract No. 2B(R-S) and including the parcel shown as Parcel 2 on the Plan hereinbefore referred to, entitled "Subdivision Plan of Land in Cambridge, Mass.", dated June 13, 1966), until such time as such portions may be required by the Grantor or the City of Cambridge for street widening purposes, such right and easement being, however, subject to the condition that the Grantee shall maintain such portions in reasonably attractive appearance and subject to the right, hereby reserved, of the Grantor, and its successors and assigns, to enter thereon and install, reinstall, maintain, repair, alter, use and remove underground utilities and other services, all as more specifically provided in the Land Disposition Contract hereinafter referred to.

BK11152 PG464

Subject to easements granted to Cambridge Steam Corporation as set forth in instruments recorded with Middlesex Registry of Deeds, South District, Book 7057, Page 13, Book 7140, Page 583, and Book 7142, Page 599.

Subject further to an easement reserved by the Grantor for itself, its successors and assigns, to install, reinstall, maintain, repair, alter, use and remove underground utilities and other services along a strip eighteen (18) feet wide at the easterly boundary of the above-described premises conveyed hereby.

(For title, see Order of Taking by the Grantor, dated February 4, 1966 and recorded in Middlesex Registry of Deeds, South District, Book 11044, Page 1, and filed in said Registry District as Document No. 429225.)

Said premises are referred to as Tract No. 2B on a Plan entitled, "Real Estate Tract Map, National Aeronautics and Space Administration, Electronics Research Center, Cambridge, Massachusetts", dated April 12, 1966, and revised April 29, 1966, May 4, 1966, May 24, 1966 and May 31, 1966, a copy of which was recorded in the Middlesex South District Registry of Deeds on June 14, 1966 as Plan #715 of 1966.

The Grantee covenants and agrees, for itself and its assigns, that the Grantee and such assigns shall:

(a) Devote the granted premises to, and only to and in accordance with, the uses specified in the Urban Renewal Plan of Cambridge Redevelopment Authority for the Kendall Square Urban Renewal Project, Project No. K-107, in the City of Cambridge, Massachusetts, a copy of which has been filed in the office of the City Clerk of the City of Cambridge (said Plan being hereinafter referred to as the "Urban Renewal Plan"), as the same may be amended from time to time;

(b) To begin the building of its improvements on the granted premises within a reasonable time after conveyance;

(c) Not dispose of any right under the Land Disposition Contract hereinafter referred to with respect to the granted premises, or any right, title or interest in any part of the granted premises, prior to the completion of the improvements thereon without the written consent of the Grantor; and

(d) Not discriminate upon the basis of race, color, creed or national origin in the sale, lease, or rental, or in the use or occupancy of the granted premises, or any improvements erected or to be erected thereon, or any part thereof.

The covenants and agreements provided in the preceding paragraph shall be covenants running with the land and they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise

BK11152 PG465

specifically provided herein, to, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the Grantor, its successors and assigns, the City of Cambridge, and the United States of America (in the case of the covenant and agreement provided in clause (d) of the preceding paragraph) against the Grantee and every successor in interest to the granted premises or any part thereof or any interest therein, and any party in possession or occupancy of the granted premises or any part thereof, provided, however, that the covenants and agreements provided in clauses (a), (b) and (c) of said preceding paragraph shall remain in effect until October 7, 1995 (at which time such covenants and agreements shall terminate) and those provided in clause (d) shall remain in effect until October 7, 2065. In amplification, and not in restriction, of the foregoing provisions, it is intended and agreed that the Grantor, its successors and assigns, and the City of Cambridge, shall each be deemed a beneficiary of the covenants and agreements provided in the preceding paragraph, and the United States of America shall be deemed a beneficiary of the covenant and agreement provided in clause (d), both for and in their or its own right and also for the purpose of protecting the interests of the community and any other parties, public or private, in whose favor or for whose benefit such covenants and agreements have been provided. Such covenants and agreements shall run in favor of the Grantor, its successors and assigns, the City of Cambridge, and the United States of America, for the entire period during which such covenants and agreements shall be in force and effect, without regard to whether the Grantor, its successors and assigns, or the City of Cambridge or the United States of America has been, is or remains the owner of any land or interest therein to, or in favor of, which such covenants and agreements relate. The Grantor, its successors and assigns (or, in the case of its failure, refusal or dissolution, then the City of Cambridge), shall have the right, in the event of any breach of any such covenant or agreement, and the United States of America shall have the right in the event of any breach of the covenant or agreement provided in clause (d) of the preceding paragraph, to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach of covenant or agreement, to which it or any other beneficiaries of such covenant or agreement may be entitled.

This conveyance is made subject also to the additional agreements of the Grantee with respect to the granted premises and the terms and conditions set forth in a Land Disposition Contract, dated June 13, 1986, between the Grantor and the Grantee for the sale and redevelopment of the granted premises, recorded in the Middlesex South District Registry of Deeds, Book 11157, Page 315, and filed as Document No. 433534 in the Land Registration Office of said District.

BK 11152 PG 466

*For State Documentary Stamp
See original of this deed filed this day
in Land Court Records.*

This conveyance is free of and without any right on the part of the Grantor of reentry or reverter for condition broken.

WITNESS the execution hereof under seal this 29th day of June, 1966.

(SEAL)

CAMBRIDGE REDEVELOPMENT AUTHORITY

By Thomas J. Murphy
Chairman



ATTEST:

Paul S. Frank
Administrative Director and
Secretary

(SEAL)

UNITED STATES OF AMERICA
acting by and through
NATIONAL AERONAUTICS AND
SPACE ADMINISTRATION

ATTEST:

By W. Crawford Henry
Acting Director
Electronics Research Center

Charles J. Delaney
Chief Counsel
Electronics Research Center

Suffolk
Massachusetts, ss.

COMMONWEALTH OF MASSACHUSETTS

June 29, 1966

Then personally appeared the above-named Thomas J. Murphy and acknowledged the foregoing instrument to be the free act and deed of Cambridge Redevelopment Authority, before me



Steven R. Rivkin
STEVEN R. RIVKIN
Notary Public
My commission expires: Dec. 8, 1972.

BK 13011 PG 258

DEED

KNOW ALL MEN BY THESE PRESENTS that CAMBRIDGE REDEVELOPMENT AUTHORITY, a public body politic and corporate, duly established under the Massachusetts General Laws in the County of Middlesex, Commonwealth of Massachusetts (hereinafter referred to as the Grantor), for and in consideration of the conveyance from the United States of America to Grantor by deed of even date herewith of two parcels of land more particularly described in said deed, less the sum of \$57,000 paid by the Grantor to the Grantee simultaneously with the delivery of such deed, does hereby grant to the UNITED STATES OF AMERICA, and its assigns (hereinafter referred to as the Grantee), with QUITCLAIM COVENANTS, the following described land located in the City of Cambridge, County of Middlesex, Commonwealth of Massachusetts:

TRACT 3B Indent

A certain parcel of land, situated in Cambridge, Middlesex County, Massachusetts, bounded and described as follows:

Beginning at a point on the easterly line of former Sixth Street 145.76 feet South 29°31'14" West from the intersection of said easterly line of former Sixth Street and the southerly line of former Potter Street;

Thence running by other land of the Grantee, South 60°30'18" East, a distance of 71.55 feet;

Thence running by said other land of the Grantee, South 29°29'42" West, a distance of 96.50 feet;

Thence running by said other land of the Grantee, North 60°30'18" West, a distance of 71.59 feet, to a point on said easterly line of former Sixth Street; and

Thence running North 29°31'14" East, a distance of approximately 96.50 feet, along said easterly line of former Sixth Street, to a point of beginning.

Containing 6,907 square feet, more or less, as shown on the plan hereinafter referred to.

For title reference, see Order of Taking by the Grantor, dated February 4, 1966 and recorded in Middlesex Registry of Deeds, Southern District, in Book 11044, Page 001.

Said premises are referred to as Tract No. 3B Indent, and are shown as a portion of Tract No. 3A on a plan entitled, "Real Estate Tract Map, National Aeronautics and Space Administration, Electronics Research Center, Cambridge, Massachusetts," dated April 12, 1966, and revised April 29, 1966, May 4, 1966, May 24, 1966 and May 31, 1966, recorded with the Middlesex South District Registry of Deeds as Plan No. 715 of 1966 in Book 11136 Page 315.

TRACT NO. 10

A certain parcel of land, situated in Cambridge, Middlesex County, Massachusetts, bounded and described as follows:

BK 13011 PG 259

Beginning at a point on the southerly line of Potter Street at the northeasterly corner of other land of the Grantor referred to as Tract No. 2B on the Real Estate Tract Map hereinafter referred to;

Thence running South $60^{\circ}31'14''$ East, a distance of 160.81 feet, along the southerly line of Potter Street, to a point;

Thence running Southwesterly, a distance of 166.55 feet, to a point on the northerly line of the former Broad Canal;

Thence running Northwesterly by said other land of the Grantee, a distance of 167.88 feet, along the northerly line of the former Broad Canal; and

Thence running Northeasterly by said other land of the Grantee, a distance of 169.10 feet; to the point of beginning.

Containing 27,572 square feet, more or less, as shown on the plan hereinafter referred to.

Together with the right and easement to the Grantee, and its assigns, to pass and repass over the portion of land abutting the premises conveyed hereby and situated between said premises and Third Street (said portion being shown on the Real Estate Tract Map hereinafter referred to as Tract No. 10(R-E)), until such time as such portion may be required by the Grantor or the City of Cambridge for street widening purposes, such right and easement being, however, subject to the condition that the Grantee shall maintain such portion in reasonably attractive appearance and subject to the right, hereby reserved, of the Grantor, and its successors and assigns, to enter thereon and install, reinstall, maintain, repair, alter, use and remove underground utilities and other services, all as more specifically provided in the Land Disposition Contract hereinafter referred to.

Subject to an easement reserved by the Grantor for itself, its successors and assigns, to install, reinstall, maintain, repair, alter, use and remove underground utilities and other services along a strip eighteen (18) feet wide at the easterly boundary of the above-described premises conveyed hereby.

Being a portion of the premises conveyed to the Grantor by deed dated January 12, 1970 and recorded with Middlesex Registry of Deeds, Southern District, in Book 11790, Page 101.

Said premises are referred to as Tract No. 10 on a plan entitled, "Real Estate Tract Map, National Aeronautics and Space Administration, Electronics Research Center, Cambridge, Massachusetts," dated April 12, 1966, and revised April 29, 1966, May 4, 1966, May 24, 1966 and May 31, 1966 and recorded with Middlesex Registry of Deeds, South District as Plan No. 715 of 1966 in Book 11137, Page 315.

The Grantee covenants and agrees, for itself and its assigns, that the Grantee and such assigns shall:

(a) devote the granted premises to, and only to and in accordance with, the uses specified in the Urban Renewal Plan of Cambridge Redevelopment Authority for the Kendall Square Urban Renewal Project, Project No.

BK13011 PG260

R-107, in the City of Cambridge, Massachusetts, a copy of which has been filed in the office of the City Clerk of the City of Cambridge (said Plan being hereinafter referred to as the "Urban Renewal Plan"), as the same may be amended from time to time; and

(b) not discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease, or rental, or in the use or occupancy of the granted premises, or any improvements erected or to be erected thereon, or any part thereof.

The covenants and agreements provided in the preceding paragraph shall be covenants running with the land and they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided herein, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the Grantor, its successors and assigns, the City of Cambridge, and the United States of America (in the case of the covenant and agreement provided in clause (b) of the preceding paragraph) against the Grantee and every successor in interest to the granted premises or any part thereof or any interest therein, and any party in possession or occupancy of the granted premises or any part thereof, provided, however, that the covenants and agreements provided in clause (a) of said preceding paragraph shall remain in effect until October 7, 1995 (at which time such covenants and agreements shall terminate) and those provided in clause (b) shall remain in effect until October 7, 2065. In amplification, and not in restriction, of the foregoing provisions, it is intended and agreed that the Grantor, its successors and assigns, and the City of Cambridge, shall each be deemed a beneficiary of the covenants and agreements provided in the preceding paragraph, and the United States of America shall be deemed a beneficiary of the covenant and agreement provided in clause (b), both for and in their or its own right and also for the purpose of protecting the interests of the community and any other parties, public or private, in whose favor or for whose benefit such covenants and agreements have been provided. Such covenants and agreements shall run in favor of the Grantor, its successors and assigns, the City of Cambridge, and the United States of America, for the entire period during which such covenants and agreements shall be in force and effect, without regard to whether the Grantor, its successors and assigns, or the City of Cambridge or the United States of America has been, is or remains the owner of any land or interest therein to, or in favor of, which such covenants and agreements relate. The Grantor, its successors and assigns (or, in the case of its failure, refusal or dissolution, then the City of Cambridge), shall have the right, in the event of any breach of any such covenant or agreement, and the United States of America shall have the right in the event of any breach of the covenant or agreement provided in clause (b) of the preceding paragraph, to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach of covenant or agreement, to which it or any other beneficiaries of such covenant or agreement may be entitled.

It is understood and agreed that: (a) the granted premises shall be used by the Grantee for governmental purposes in accordance with the Urban Renewal Plan, as the same may be amended from time to time, and with the provisions of 42 U.S.C. 1455(b), and (b) upon the termination by the Grantee of

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the use of the granted premises as aforesaid, any subsequent resale thereof by the Grantee may be on terms no more restrictive than any other conveyances made pursuant to the Urban Renewal Plan.

This conveyance is made subject also to the additional agreements of the Grantee with respect to the granted premises and the terms and conditions set forth in a Land Disposition Contract, dated June 13, 1966, between the Grantor and the Grantee for the sale and redevelopment of the granted premises, recorded in the Middlesex South District Registry of Deeds, Book 11137, Page 315, and filed as Document No. 433534 in the Land Registration Office of said District as supplemented from time to time.

The address of the Grantee is:

General Services Administration
Region 1
John W. McCormack
Post Office and Courthouse
Boston, Massachusetts 02109

This conveyance is free of and without any right on the part of the Grantor of reentry or reverter for condition broken.

WITNESS the execution hereof under seal this 7th day of July, 1976.



CAMBRIDGE REDEVELOPMENT AUTHORITY

By

Thomas J. Murphy
Chairman

(SEAL)

UNITED STATES OF AMERICA
acting by and through
GENERAL SERVICES ADMINISTRATION

By

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Then personally appeared the above-named Thomas J. Murphy and acknowledged the foregoing instrument to be the free act and deed of Cambridge Redevelopment Authority, before me,

Notary Public

My Commission Expires



CORPS OF ENGINEERS

185 0125 U.S. ARMY

The original of this map is at a scale of 1" = 50 feet and is on file at the Department of the Army, New England Division, Corps of Engineers, 12th Tropical Road, Waltham, Mass. 02154. Scale of this map 1" = 150 feet.

Map has been compiled from deeds on record, surveys by others and computations.

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EXHIBIT B

Plan showing boundaries of the area subject to the AUL in relation to the boundaries of the disposal site.



EXHIBIT C

ACTIVITY AND USE LIMITATION OPINION

In accordance with the requirements of 310 CMR 40.1074, this Activity and Use Limitation Opinion has been prepared for the property located at 55 Broadway, Cambridge, Massachusetts. As of the date of the recording of the Notice of Activity and Use Limitation ("Notice") with the Middlesex County Registry of Deeds, the subject property is zoned for local business use. The disposal site is located at 55 Broadway in a commercial area of Cambridge. The property contains one multi-story office building and three other buildings owned and occupied by the U.S. Department of Transportation (DOT) Volpe National Transportation Systems Center (Volpe Center). The U.S.DOT/Volpe Center property also contains parking lots, landscaped areas and open grass lawns. The U.S.DOT/Volpe Center complex is approximately 15 acres in size. The parking lot on the east side of the property has gated access from the property front on Broadway and also from the rear on Potter Street.

The environmental investigation at the property centered about the TSC Child Care Center playground, located just east of and adjacent to, the gated driveway that enters the property from Potter Street. The TSC Child Care Center is located in Building #4, just west of and adjacent to, the gated driveway from Potter Street. The TSC Child Care Center playground is located in the northwestern portion of a large open grass field. The playground is surrounded by a four foot high chain link fence with locking gates. A chain link fence also bisects the playground, separating the Preschool Playground to the north from the Toddler Playground to the south. The majority of the Preschool Playground is covered by a chipped rubber surface; the remaining (northern) portion is landscaped. A portion of the Toddler playground is covered by a rubber play mat, a portion by a gazebo, and the remainder is grass.

The areas of the U.S. DOT/Volpe Center complex that were the subject of environmental investigations, including the playground, grass field, and areas near Building #4, are all located within the two parcels of land identified as Tract 2B and Tract 10. These two parcels comprise approximately 5 acres of land within the U.S.DOT/Volpe Center complex. A legal metes and bounds description of the property is provided as Exhibit A.

Site History

On July 18, 2006 what appeared to be coal tar was discovered by workers excavating post holes for new playground equipment. The MassDEP was notified on July 18, 2006 and RTN 3-26067 was assigned to the site. An Imminent Hazard (IH) evaluation was performed by Lord Associates, Inc. and no IH condition was determined to exist. MassDEP gave verbal authorization for an Immediate Response Action (IRA) and approximately 171 tons of contaminated soil was subsequently excavated from the Preschool Playground on August 15 and 16, 2006. Soil was removed to a depth of approximately 5 feet, the excavated area was backfilled with clean fill, and the playground was reconstructed. The soil was transported offsite

on August 28, 2006 under Bill of Lading to a thermal processing plant. The IRA Completion Report of October 2006 indicated that some soil impacted by residual polycyclic aromatic hydrocarbons (PAHs) remained beyond the horizontal and vertical limits of excavation. The IRA Completion Report concluded that the coal tar was related to the former Cambridge Gas Light Company's manufactured gas plant, located north of the Site across Potter Street. Coal tar, a by-product of the MGP process, was reportedly piped to barges in the Broad Canal - the canal that formerly bisected the Volpe Center property parallel to Potter Street and Broadway. Coal tar had been discovered in the shallow soil at several sites in the immediate area, including the discovery in 2005 by workers installing a new gas main in Potter Street.

A Phase I investigation was completed by FS Engineers, Inc. (FSE) in May 2007 as a follow-up to the IRA Completion Report. The Phase I included the advancement of eleven soil borings within, and directly adjacent to, the fenced-in playground. Three of the borings were completed as groundwater monitoring wells. The Phase I soil sampling revealed arsenic and lead, in addition to the PAHs attributed to the coal tar, at levels above the applicable Method 1 soil standards in selected soil samples. No groundwater sample collected from the site was found to have any contaminant of concern (COC) at a level above the applicable Method 1 groundwater standard. A Phase I Initial Site Investigation Report and Tier Classification were submitted to the MassDEP on July 18, 2007. Supplemental soil sampling activities were conducted in April 2008 that included the advancement of fourteen shallow soil borings to evaluate the extent of the contaminated media within the shallow soil of the grass field adjacent to the playground. Levels of PAHs were detected at levels above the applicable Method 1 soil standards in two of the fourteen samples.

A Remedial Action Measure (RAM) Plan was developed in September 2008 for the removal of soil from within the Toddler Playground. RAM activities were completed in October 2008 which included the excavation of the top 4 feet of soil from the Toddler Playground and the off-site disposal of approximately 237 tons of soil from the site. PAHs and/or lead were detected at concentrations above the applicable Method 1 soil standards in several of the confirmatory soil samples. A RAM Completion Statement and Response Action Outcome (RAO) Report was filed in January 30, 2009. Due to the residual contaminated soil at depth, an AUL for a portion of the site was included as part of the RAO. The MassDEP performed an audit of the site in August 2010 and determined that additional information was necessary in support of the RAO and AUL as outlined in the Notice of Audit Findings (NOAF) dated October 13, 2010.

Supplemental soil sampling, groundwater monitoring well installation, and groundwater sampling were conducted at the site following the NOAF. In March 2011 fourteen soil borings were advanced and six groundwater monitoring wells were installed at the site. Although no coal tar was observed in any boring, fill materials including coal ash and coal slag were observed in nearly every boring at depths below 6 inches from grade surface. Soil samples were collected for laboratory analysis of volatile organic compounds (VOCs), extractable petroleum hydrocarbons (EPH) with PAHs, and metals. Laboratory analytical results found that PAHs and/or lead were detected at concentrations above the applicable Method 1 soil standards in several samples. Two soil samples collected from 0 to 3 feet deep in the landscaped portion of

the Preschool Playground showed concentrations of two PAH compounds just above the applicable Method 1 soil standards. No groundwater sample collected from the site was found to have any COC at a level above the applicable Method 1 groundwater standard.

A RAM Plan was developed in April 2011 for the removal of soil from the landscaped portion of the Preschool Playground. On April 25 and 26, 2011 the top 3 feet of soil was excavated from the northern portion of the Preschool Playground. This area had not been previously excavated during the IRA activities of 2006. Although no layer of coal tar was found during the excavation of April 2011, areas of fill material with coal slag, coal ash, and brick were observed in the subsurface soils. The excavated area was backfilled with clean fill and the area was re-landscaped. The soil was transported offsite on May 9, 2011 under Bill of Lading to an approved landfill.

An area of subsurface coal tar was initially discovered within the limits of the playground in 2006. Following the excavation and removal of coal tar from the Preschool Playground in 2006 and the excavation and removal of coal tar from the Toddler Playground in 2008, none of the soil borings advanced at the site showed any significant evidence of the presence of coal tar. However, isolated pockets of coal tar may be present at depth in the subsurface. Historic fill containing coal ash, slag, and other debris (mainly brick) was observed throughout subsurface site soils during the environmental investigations. Laboratory analysis of soil samples throughout the property revealed the presence of EPH, PAHs, lead and other compounds associated with historic fill. The vertical extent of historic fill across the majority of the Site appears to be approximately 8 feet in depth overlying natural deposits. The filled area appears to extend horizontally to the limits of the property. Exhibit B attached hereto indicates the location of the disposal site relative to the subject property.

Reason for Activity and Use Limitation

Based on a Method 3 Risk Characterization, the site poses No Significant Risk for activities and uses consistent with its current use as a commercial office complex including open landscaped areas and a daycare center playground. However, a risk was found to exist associated with the use of the site as a residence. Soil impacted by higher than background levels of EPH, PAHs, and metals associated with the historic fill are found at depths below 6 inches from surface grade throughout the site with the exception of the fenced-in TSC Child Care Center Playground. Accessible soil from surface grade to a depth of 3 feet below grade has been removed from within the playground during IRA and RAM activities of 2006, 2008, and 2011.

In order to ensure that a level of No Significant Risk is maintained at the Site, an AUL is necessary to prohibit future use of the property as a residence. The AUL area for this Site is depicted as Tract 2B and Tract 10 on a plan recorded in the Middlesex Registry of Deeds in Plan Book 11137, Plan 715. The legal deeds for Tract 2B and Tract 10 are located at the Middlesex Registry of Deeds in Book 11152, Page 461 and Book 13011, Page 258, respectively. The AUL is based upon the assumptions and restrictions of the Risk Characterization regarding future site activities and uses.

The contaminated fill is currently located at depths greater than 6 inches below surface grade in the area identified on Exhibit B. The designated AUL area is considered accessible from 0 to 3 feet deep, and potentially accessible from 3 to 15 feet deep.

Permitted Activities and Uses

- (i) Site activities and uses including, but not necessarily limited to, recreational activities in the playground and the surrounding field, pedestrian traffic, and/or vehicular traffic which do not cause and/or result in the disturbance of contaminated soil located at depths greater than 6 inches below surface grade;
- (ii) Excavation associated with short-term (three months or less) landscaping activities, underground trenching activities, and/or construction activities by adult workers which are likely to disturb contaminated soil located at depths up to 3 feet below surface grade;
- (iii) Excavation associated with short-term (three months or less) underground utility and/or construction which is likely to disturb contaminated soil located at depths greater than 3 feet below surface grade, provided that such activities are conducted in accordance with a Soil Management Plan and a Health and Safety Plan prepared and implemented in accordance with Obligations (i) and (ii) of this AUL Opinion prior to the commencement of such activity;
- (iv) Activities and uses which are not identified by this Opinion as being inconsistent with maintaining a condition of no Significant Risk; and
- (v) Such other activities or uses which, in the Opinion of an LSP, shall present no greater risk of harm to health, safety, public welfare or the environment than the activities and uses set forth in this Paragraph.

Prohibited or Limited Site Activities and Uses

- (i) Any short term (3 months or less) activity including, but not limited to, excavation which is likely to disturb contaminated soil located at depths greater than 3 feet below surface grade without the prior development of and implementation of a Soil Management Plan and a Health and Safety Plan in accordance with Obligations (i) and (ii) below;
- (ii) Any long term (greater than 3 months) activity which is likely to disturb contaminated soil located at depths greater than 3 feet below surface grade;
- (iii) Relocation of contaminated soil currently located at depths greater than 3 feet below surface grade to a shallower depth, unless such activity is first evaluated by an LSP who renders an Opinion which states that such relocation is consistent with maintaining a condition of No Significant Risk;

- (iv) Relocation of contaminated soil currently located between 6 inches and 3 feet below surface grade to a shallower depth, unless such activity is first evaluated by an LSP who renders an Opinion which states that such relocation is consistent with maintaining a condition of No Significant Risk;
- (v) Use of the property as a residence; and
- (vi) Construction of any building at the site which does not meet the assumptions of the vapor intrusion model and risk characterization used to support the Response Action Outcome for the site without prior evaluation by a LSP who renders an Opinion which states that the use of such building is consistent with maintaining a condition of No Significant Risk.

Obligations and Conditions Set Forth in the AUL Opinion

- (i) A Soil Management Plan must be developed by an LSP and implemented prior to the commencement of any activity which is likely to disturb contaminated soil located at depths greater than 3 feet below surface grade within the AUL Area. The Soil Management Plan must be prepared in accordance with the guidelines discussed in the Activity and Use Limitation;
- (ii) A Health and Safety Plan must be developed and implemented prior to the commencement of any activity which is likely to disturb the contaminated soil located at depths greater than 3 feet below surface grade within the AUL Area. The Health and Safety Plan must be prepared by a qualified individual sufficiently trained in worker health and safety protocols. Workers who may come in contact with the coal tar contaminated soil within the designated AUL area must be informed of its location and the specific personal protection and monitoring requirements of the Health and Safety plan necessary to prevent exposures via dermal contact, ingestion, and/or inhalation of particulates. The Health and Safety Plan must remain available on-site throughout the course of the project;
- (iii) The contaminated soil located at depths greater than 3 feet below surface grade within the AUL Area must remain at depth and may not be relocated, unless such activity is first appropriately evaluated by an LSP who renders an Opinion which states that such relocation is consistent with maintaining a condition of No Significant Risk;
- (iv) The contaminated soil located at depths between 6 inches and 3 feet below surface grade within the AUL Area must remain at these depths and may not be relocated, unless such activity is first appropriately evaluated by an LSP who renders an Opinion which states that such relocation is consistent with maintaining a condition of No Significant Risk. A 6-inch layer of loam at surface grade will always be maintained within the unpaved areas;
- (v) Specifications for future buildings to be constructed at the site must be compared to the assumptions of the vapor intrusion model and risk characterization used to support the Response Action Outcome for the site and re-evaluated by an LSP who must render an

Opinion as to whether site conditions, activities, and/or uses associated with the future building potentially pose a significant risk of harm to human health; and

- (vi) Response actions must be conducted in accordance with the Massachusetts Contingency Plan, 310 CMR 40.0000, should an LSP Opinion rendered pursuant to Obligation (i) conclude that future site uses and activities, including exposures associated with future building construction, are inconsistent with maintaining a condition of No Significant Risk.

LSP Name: M. Farooq Siddique, P.E. LSP # 9845

LSP Seal:

Signature:

M. F. Siddique

Date:

5/13/2011



EXHIBIT D

Activity and Use Limitation Opinion Form BWSC-113A





Massachusetts Department of Environmental Protection
Bureau of Waste Site Cleanup

BWSC113A

ACTIVITY & USE LIMITATION (AUL) OPINION FORM

Pursuant to 310 CMR 40.1056 & 40.1070 - 40.1084 (Subpart J)

Release Tracking Number

3

- 26067

A. DISPOSAL SITE LOCATION:

1. Disposal Site Name: **VOLPE TRANSPORTATION CENTER**

2. Street Address: **55 BROADWAY**

3. City/Town: **CAMBRIDGE**

4. ZIP Code: **02142-0000**

B. THIS FORM IS BEING USED TO: (check one)

- ☒ 1. Provide the LSP Opinion for a **Notice of Activity and Use Limitation**, pursuant to 310 CMR 40.1074.
- ☐ 2. Provide the LSP Opinion for an **Evaluation of Changes in Land Uses/Activities and/or Site Conditions after a Response Action Outcome Statement**, pursuant to 310 CMR 40.1080. Include BWSC113A as an attachment to BWSC113. Section A and C do not need to be completed.
- ☐ 3. Provide the LSP Opinion for an **Amended Notice of Activity and Use Limitation**, pursuant to 310 CMR 40.1081(4).
- ☐ 4. Provide the LSP Opinion for a **Partial Termination of a Notice of Activity and Use Limitation**, pursuant to 310 CMR 40.1083(3).
- ☐ 5. Provide the LSP Opinion for a **Termination of a Notice of Activity and Use Limitation**, pursuant to 310 CMR 40.1083(1)(d).
- ☐ 6. Provide the LSP Opinion for a **Grant of Environmental Restriction**, pursuant to 310 CMR 40.1071.
- ☐ 7. Provide the LSP Opinion for an **Amendment of a Grant of Environmental Restriction**, pursuant to 310 CMR 40.1081(3).
- ☐ 8. Provide the LSP Opinion for a **Partial Release of a Grant of Environmental Restriction**, pursuant to 310 CMR 40.1083(2).
- ☐ 9. Provide the LSP Opinion for a **Release of a Grant of Environmental Restriction**, pursuant to 310 CMR 40.1083(1)(c).
- ☐ 10. Provide the LSP Opinion for a **Confirmatory Activity and Use Limitation**, pursuant to 310 CMR 40.1085(4).

(Unless otherwise noted above, all sections of this form (BWSC113A) must be completely filled out, printed, stamped, signed with black ink and attached as an exhibit to the AUL Document to be recorded and/or registered with the Registry of Deeds and/or Land Registration Office.)

C. AUL INFORMATION:

1. Is the address of the property subject to AUL different from the disposal site address listed above?

☒ a. No ☐ b. Yes If yes, then fill out address section below.

2. Street Address:

3. City/Town:

4. ZIP Code:



Massachusetts Department of Environmental Protection
Bureau of Waste Site Cleanup

BWSC113A

ACTIVITY & USE LIMITATION (AUL) OPINION FORM

Pursuant to 310 CMR 40.1056 & 40.1070 - 40.1084 (Subpart J)

Release Tracking Number

3 - 26067

D. LSP SIGNATURE AND STAMP:

I attest under the pains and penalties of perjury that I have personally examined and am familiar with this transmittal form, including any and all documents accompanying this submittal. In my professional opinion and judgment based upon application of (i) the standard of care in 309 CMR 4.02(1), (ii) the applicable provisions of 309 CMR 4.02(2) and (3), and 309 CMR 4.03(2), and (iii) the provisions of 309 CMR 4.03(3), to the best of my knowledge, information and belief,

- > if Section B indicates that a **Notice of Activity and Use Limitation** is being registered and/or recorded, the Activity and Use Limitation that is the subject of this submittal (i) is being provided in accordance with the applicable provisions of M.G.L. c. 21E and 310 CMR 40.0000 and (ii) complies with 310 CMR 40.1074;
- > if Section B indicates that an **Evaluation of Changes in Land Uses/Activities and/or Site Conditions after a Response Action Outcome Statement** is being submitted, this evaluation was developed in accordance with the applicable provisions of M.G.L. c. 21E and 310 CMR 40.0000 and (ii) complies with 310 CMR 40.1080;
- > if Section B indicates that an **Amended Notice of Activity and Use Limitation or Amendment to a Grant of Environmental Restriction** is being registered and/or recorded, the Activity and Use Limitation that is the subject of this submittal (i) is being provided in accordance with the applicable provisions of M.G.L. c. 21E and 310 CMR 40.0000 and (ii) complies with 40.1081;
- > if Section B indicates that a **Termination or a Partial Termination of a Notice of Activity and Use Limitation, or a Release or Partial Release of a Grant of Environmental Restriction** is being registered and/or recorded, the Activity and Use Limitation that is the subject of this submittal (i) is being provided in accordance with the applicable provisions of M.G.L. c. 21E and 310 CMR 40.0000 and (ii) complies with 310 CMR 40.1083;
- > if Section B indicates that a **Grant of Environmental Restriction** is being registered and/or recorded, the Activity and Use Limitation that is the subject of this submittal (i) is being provided in accordance with the applicable provisions of M.G.L. c. 21E and 310 CMR 40.0000 and (ii) complies with 310 CMR 40.1071;
- > if Section B indicates that a **Confirmatory Activity and Use Limitation** is being registered and/or recorded, the Activity and Use Limitation that is the subject of this submittal (i) is being provided in accordance with the applicable provisions of M.G.L. c. 21E and 310 CMR 40.0000 and (ii) complies with 310 CMR 40.1085(4);

I am aware that significant penalties may result, including, but not limited to, possible fines and imprisonment, if I submit information which I know to be false, inaccurate or materially incomplete.

1. LSP #: **9845**

2. First Name: **FAROOQ M**

3. Last Name: **SIDDIQUE**

4. Telephone: **(978) 298-5956**

5. Ext.:

6. FAX: **(978) 298-5104**

7. Signature: 

8. Date: **5/13/2011**

mm/dd/yyyy

9. LSP Stamp:

